

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ASPLUNDH TREE EXPERT CO,

Plaintiff,

v.

Case No. 18-10160
District Judge Victoria A. Roberts

CLYDE DAVIS, et al.,

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

Asplundh Tree Expert Co. ("Asplundh") is a Pennsylvania company that engages in the business of utility line clearance and vegetation management throughout the United States and internationally. Asplundh performs work for private entities, municipalities, and public utilities, including DTE Energy in Michigan.

Clyde Davis ("Davis") was employed by Asplundh in Michigan beginning in 1996. He was promoted to Region Supervisor for the State of Michigan on March 5, 2011. As Region Supervisor, Davis was involved in bidding contracts, business development, and strategic planning, and had daily contact with Asplundh's customers. Davis participated in bidding on DTE line clearance work, and managed Asplundh's contract with DTE. He had access to Asplundh's proprietary information, including information pertaining to bidding, pricing, consumer contracts, and business plans.

On April 9, 2011, in connection with his March 2011 promotion to Region Supervisor, Davis signed a Non-Competition Agreement ("Agreement"). Davis agreed not to, for a period of one year after the termination of his employment as Region Supervisor for any reason, use or impart to any other entity confidential or proprietary

information he acquired as an Asplundh employee. Davis also agreed not to, for a period of one year in the State of Michigan, be employed by any business that provides vegetation management for utility companies.

Asplundh terminated Davis' employment and The Energy Group, Inc. ("Energy Group") hired him in August 2017 in a supervisory role in Michigan. Energy Group is a Michigan company that engages in the business of utility line clearance and vegetation management. One of its customers is DTE; it is a direct competitor of Asplundh.

Asplundh filed suit against Davis and Energy Group, alleging Davis' breach of the Agreement and Energy Group's tortious interference. On March 7, 2018, Asplundh filed a motion for preliminary injunction seeking to enforce the Agreement.

The Court held a hearing on Asplundh's motion on March 27, 2018, made findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 56(a) on the record. For the reasons stated there, Asplundh's motion is **GRANTED**.

The parties stipulate that no bond, pursuant to Federal Rule of Civil Procedure 65(c), should be required in conjunction with the Court's grant of Asplundh's motion for preliminary injunction.

IT IS ORDERED.

S/Victoria A. Roberts
Victoria A. Roberts
United States District Judge

Dated: April 5, 2018